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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re	:	Chapter 11
	:	
SEARS HOLDINGS CORPORATION, et al.,	:	Case No. 18-23538 (RDD)
	:	
Debtors.¹	:	(Jointly Administered)
	:	
-----X	:	

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Sears Holdings Corporation (0798); Kmart Holding Corporation (3116); Kmart Operations LLC (6546); SHC Operations LLC (4331); Sears, Roebuck and Co. (0680); ServiceLive Inc. (6774); SHC Licensed Business LLC (3718); A&E Factory Service, LLC (6695); A&E Home Delivery, LLC (0205); A&E Lawn & Garden, LLC (5028); A&E Signature Service, LLC (0204); FBA Holdings Inc. (6537); Innovel Solutions, Inc. (7180); Kmart Corporation (9500); MaxServ, Inc. (7626); Private Brands, Ltd. (4022); Sears Development Co. (6028); Sears Holdings Management Corporation (2148); Sears Home & Business Franchises, Inc. (6742); Sears Home Improvement Products, Inc. (8591); Sears Insurance Services, L.L.C. (7182); Sears Procurement Services, Inc. (2859); Sears Protection Company (1250); Sears Protection Company (PR) Inc. (4861); Sears Roebuck Acceptance Corp. (0535); SR – Rover de Puerto Rico, LLC (f/k/a Sears, Roebuck de Puerto Rico, Inc.) (3626); SYW Relay LLC (1870); Wally Labs LLC (None); SHC Promotions LLC (9626); Big Beaver of Florida Development, LLC (None); California Builder Appliances, Inc. (6327); Florida Builder Appliances, Inc. (9133); KBL Holding Inc. (1295); KLC, Inc. (0839); Kmart of Michigan, Inc. (1696); Kmart of Washington LLC (8898); Kmart Stores of Illinois LLC (8897); Kmart Stores of Texas LLC (8915); MyGofer LLC (5531); Sears Brands Business Unit Corporation (4658); Sears Holdings Publishing Company, LLC. (5554); Sears Protection Company (Florida), L.L.C. (4239); SHC Desert Springs, LLC (None); SOE, Inc. (9616); StarWest, LLC (5379); STI Merchandising, Inc. (0188); Troy Coolidge No. 13, LLC (None); BlueLight.com, Inc. (7034); SHC Brands, L.L.C. (4664); Sears Buying Services, Inc. (6533); Kmart.com LLC (9022); Sears Brands Management Corporation (5365); and SRe Holding Corporation (4816). The location of the Debtors' corporate headquarters is 3333 Beverly Road, Hoffman Estates, Illinois 60179.

**NOTICE OF WITHDRAWAL OF THE DEBTORS' (I) FIRST MOTION TO ENFORCE,
(II) SUPPLEMENTAL MOTION TO ENFORCE, AND (III) MOTION FOR TURNOVER**

PLEASE TAKE NOTICE that, (i) on March 11, 2019, Sears Holdings Corporation and certain of its affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), filed the *Debtors’ (I) Motion to (A) Enforce Asset Purchase Agreement and Automatic Stay Against Transform Holdco LLC and (B) Compel Turnover of Estate Property, and (II) Response to Transform Holdco LLC’s Motion to Assign Matter to Mediation* [ECF No. 2796] (the “**First Motion to Enforce**”); (ii) on May 24, 2019, the Debtors filed the *Supplemental Motion to Enforce the Asset Purchase Agreement* [ECF No. 4029] (the “**Supplemental Motion to Enforce**”); and (iii) on November 22, 2019, the Debtors filed the *Motion of Debtors to Compel Turnover of Estate Property* [ECF No. 6084] (the “**Motion for Turnover**”).

PLEASE TAKE FURTHER NOTICE that, (i) on January 28, 2020, the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”) entered an *Order Approving Settlement Agreement Between the Debtors and Transform Holdco LLC* [ECF No. 6413], authorizing and approving that certain Settlement Agreement by and among Transform Holdco LLC (“**Transform**”) and the Debtors dated January 10, 2020 (the “**Settlement Agreement**”) [ECF No. 6327]; (ii) all conditions precedent to the Settlement Agreement have occurred or been performed; and (iii) all payments required by Sections 1(b), 1(c), and 1(d) of the Settlement Agreement have been made in accordance with the terms of the Settlement Agreement.

PLEASE TAKE FURTHER NOTICE that, accordingly, the First Motion to Enforce, the Supplemental Motion to Enforce, and the Motion for Turnover are hereby withdrawn with prejudice.

Dated: January 31, 2020
New York, New York

/s/ Sunny Singh
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